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10 Attorneys for Defendants
11 LSI CORPORATION and
AGERE SYSTEMS LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

16 BARNES & NOBLE, INC. and
17 BARNESANDNOBLE.COM LLC,
18 Plaintiffs,
19 v.
20 LSI CORPORATION and
AGERE SYSTEMS LLC,
21 Defendants.

Case No.: 11-CV-02709 EMC

**DEFENDANTS LSI CORPORATION AND
AGERE SYSTEMS LLC'S FIRST
AMENDED COUNTERCLAIMS**

The Hon. Edward M. Chen

JURY TRIAL DEMANDED

22 || I. COUNTERCLAIMS

23 LSI Corporation (“LSI”) and Agere Systems LLC (“Agere,” and collectively with LSI,
24 “Counterclaimants”) assert the following counterclaims against Barnes & Noble, Inc. (“Barnes &
25 Noble”) and Barnesandnoble.com LLC (“Barnesandnoble.com,” and collectively with Barnes &
26 Noble, “Counterclaim Defendants”);

DFTS LSI'S & AGERE'S FIRST AMENDED COUNTERCLAIMS

Case No.: 11-CV-02709 EMC

THE NATURE OF THE ACTION

2 This is a civil action for infringement of U.S. Patent No. 5,546,420 (the ““420 patent”),
3 entitled “Methods of and Devices for Enhancing Communications that Use Spread Spectrum
4 Technology by Using Variable Power Techniques”; U.S. Patent No. 5,670,730 (the ““730
5 patent”), entitled “Data Protocol and Method for Segmenting Memory for a Music Chip”; U.S.
6 Patent No. 5,920,552 (the ““552 patent”), entitled “Variable Rate Coding for Wireless
7 Applications”; U.S. Patent No. 6,452,958 (the ““958 patent”), entitled “Digital Modulation
8 System Using Extended Code Set”; U.S. Patent No. 6,707,867 (the ““867 patent”), entitled
9 “Wireless Local Area Network Apparatus”; U.S. Patent No. 8,041,394 (the ““394 patent”),
10 entitled “Methods and Systems for Transmitting an Information Signal in a Multiple Antenna
11 Communication System”; U.S. Patent No. 5,870,087 (the ““087 patent”), entitled “MPEG
12 Decoder System and Method Having a Unified Memory for Transport Decode and System
13 Controller Functions”; U.S. Patent No. 5,568,167 (the ““167 patent”), entitled “System for
14 Providing Antialiased Video Overlays”; U.S. Patent No. 6,982,663 (the ““663 patent”), entitled
15 “Method and System for Symbol Binarization”; and U.S. Patent No. 5,452,006 (the ““006
16 patent”), entitled “Two-Part Synchronization Scheme for Digital Video Decoders.”

JURISDICTION AND VENUE

18 1. This action arises under the patent laws of the United States, Title 35 of the United
19 States Code. This Court has subject matter jurisdiction over the claims asserted herein under 28
20 U.S.C. §§ 1331, 1338(a).

21 2. Counterclaim Defendants filed their original and amended complaints for
22 declaratory judgment in this Court.

23 3. On information and belief, Counterclaim Defendants promote, market, offer for
24 sale, sell, or import products and/or services that directly or indirectly infringe the patents-in-suit
25 within the Northern District of California.

26 4. Venue is proper in this district pursuant to 28 U.S.C. § 1391 and 1400(b).
27 Counterclaimants reserve the right to object to this forum as inconvenient under 28 U.S.C.
28 § 1404.

PARTIES

5. Counterclaimant LSI is a Delaware corporation with its headquarters and principal place of business at 1621 Barber Lane, Milpitas, California 95035. LSI is a leading provider of silicon and software technologies, offering a broad portfolio of services including integrated circuits, adapters, and software. LSI has offices and carries out significant operations in Milpitas, California. LSI is the assignee of and owns all rights to the '087, '167, '663 and '006 patents.

6. Counterclaimant Agere is a Delaware limited liability company with its principal place of business at 1110 American Parkway, N.E., Allentown, Pennsylvania 18109. Agere is the wholly owned subsidiary of LSI. Agere is the assignee of and owns all rights to the '730, '420, '552, '867, '958 and '394 patents.

7. Counterclaim Defendant Barnesandnoble.com is a Delaware corporation with headquarters and principal place of business in New York, New York. Barnesandnoble.com offers for sale, sells and distributes electronic book reader hardware (such as the various versions of the “NOOK™”), Barnes & Noble software, and digital content via the Internet, for example, through an eCommerce site accessible via the barnesandnoble.com domain. On information and belief, Barnesandnoble.com is a wholly-owned subsidiary of NOOK Media LLC, an affiliate of Barnes & Noble.

8. On information and belief, Fictionwise LLC (“Fictionwise”), formerly Fictionwise, Inc., is a wholly-owned subsidiary of Barnes & Noble, and, prior to December 2012, operated independently from Barnes & Noble and Barnesandnoble.com. Fictionwise operates eCommerce sites, such as www.fictionwise.com, through which it sells or has sold digital content including audio books. After 2012, Fictionwise eCommerce sites direct users to www.barnesandnoble.com.

9. Counterclaim Defendant Barnes & Noble is a Delaware corporation with headquarters and principal place of business in New York, New York. On information and belief, Barnes & Noble owns and operates a network of retail stores that offers for sale and sells electronic book reader hardware (such as the various versions of the NOOK™), offers an in-store wireless system for its customers, and sells books, magazines, and related products. On

1 information and belief, Barnes & Noble is a majority shareholder in NOOK Media LLC, parent
 2 company of Barnesandnoble.com

3 **FIRST COUNTERCLAIM**

4 **(Infringement of U.S. Patent No. 5,670,730)**

5 10. Counterclaimants incorporate by reference paragraphs 1 through 9 above as if fully
 6 set forth herein.

7 11. Agere has owned the '730 patent throughout the period of Counterclaim
 8 Defendants' infringing acts and currently owns the '730 patent. A copy of the '730 patent,
 9 entitled "Data Protocol and Method for Segmenting Memory for a Music Chip" is attached hereto
 10 as Exhibit A.

11 12. Agere has provided notice of the '730 patent to Counterclaim Defendants through
 12 at least filing and service of its complaint in the Eastern District of Pennsylvania, *Agere Systems*
 13 *Inc., et al. v. Barnes & Noble, Inc., et al.*, Civil Action No. 5:11-cv-04751-LS (E.D. Pa.) (the
 14 "Pennsylvania Action"), and by virtue of correspondence between the parties regarding the
 15 patents-in-suit between June 2010 and April 2011.

16 13. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 17 infringe one or more claims of the '730 patent by making, using, offering to sell, and selling
 18 within the United States and/or importing into the United States audio player devices, such as the
 19 NOOK™, for storing and playing "MP3/ID3" encoded audio files.

20 14. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 21 infringe one or more claims of the '730 patent by making, using, offering to sell, and selling
 22 within the United States and/or importing into the United States, audio player devices, such as the
 23 NOOK™, for storing and playing "MP3/ID3" encoded audio files.

24 15. Counterclaim Defendants and/or their affiliated entities such as Fictionwise have
 25 also, and unless enjoined, will continue to infringe one or more claims of the '730 patent by
 26 making, using, offering to sell and selling within the United States and/or importing into the
 27 United States MP3/ID3 encoded audio files, which are sold through their eCommerce websites,
 28 including without limitation www.barnesandnoble.com, www.fictionwise.com and other means.

1 16. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 2 actively induce and encourage infringement of the '730 patent. The '730 patent has been, is
 3 currently, and will continue to be infringed within the United States, including within this district,
 4 by at least Barnes & Noble's customers using MP3/ID3-encoded audio files provided by Barnes
 5 & Noble and/or using audio players supporting the MP3/ID3 file format, such as the NOOK™.
 6 Barnes & Noble actively encourages that infringement with specific intent to induce and
 7 encourage such infringement or at a minimum with deliberate indifference to the known risk of
 8 such infringement.

9 17. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 10 actively induce and encourage infringement of the '730 patent. The '730 patent has been, is
 11 currently, and will continue to be infringed within the United States, including within this district,
 12 by at least Barnesandnoble.com's customers using MP3/ID3-encoded audio files provided by
 13 Barnesandnoble.com and/or using audio players supporting the MP3/ID3 file format, such as the
 14 NOOK™. Barnesandnoble.com actively encourages that infringement with specific intent to
 15 induce and encourage such infringement or at a minimum with deliberate indifference to the
 16 known risk of such infringement.

17 18. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 18 contribute to the infringement of the '730 patent by making, using, offering to sell, and selling
 19 within the United States and/or importing into the United States, one or more components of an
 20 audio player system including MP3/ID3-encoded audio files and/or audio player devices that
 21 constitute a material part of the invention recited in one or more claims of the '730 patent, that are
 22 especially made or adapted for use in an infringement of the '730 patent, and that are not a staple
 23 article or commodity of commerce suitable for substantial non-infringing use.

24 19. On information and belief, Barnesandnoble.com has been, is currently, and unless
 25 enjoined, will continue to contribute to the infringement of the '730 patent by making, using,
 26 offering to sell, and selling within the United States and/or importing into the United States, one
 27 or more components of an audio player system including MP3/ID3-encoded audio files and/or
 28 audio player devices that constitute a material part of the invention recited in one or more claims

1 of the '730 patent, that are especially made or adapted for use in an infringement of the '730
2 patent, and that are not a staple article or commodity of commerce suitable for substantial non-
3 infringing use.

4 20. Counterclaim Defendants' infringement is willful because Counterclaim
5 Defendants knew or should have known of the '730 patent and that their acts described above
6 would directly and/or indirectly infringe the '730 patent, but acted despite an objectively high
7 likelihood that such acts would infringe the patent. Moreover, Counterclaim Defendants continue
8 the infringing acts described above even after being informed in June 2010 of the existence and
9 their infringement of the '730 patent.

10 21. As a direct and proximate consequence of Counterclaim Defendants' infringement
11 and willful infringement of the '730 patent, Agere has suffered and will continue to suffer
12 irreparable injury and damages, in an amount not yet determined, for which Agere is entitled to
13 relief. Agere seeks damages and treble damages, as well as preliminary and permanent injunctive
14 relief against further infringement.

SECOND COUNTERCLAIM

(Infringement of U.S. Patent No. 5,546,420)

17 22. Counterclaimants incorporate by reference paragraphs 1 through 9 above as if fully
18 set forth herein.

19 23. Agere has owned the '420 patent throughout the period of Counterclaim
20 Defendants' infringing acts and currently owns the '420 patent. A copy of the '420 patent,
21 entitled "Methods of and Devices for Enhancing Communications That Use Spread Spectrum
22 Technology by Using Variable Code Techniques" is attached hereto as **Exhibit B**.

23 24. Agere has provided notice of the '420 patent to Counterclaim Defendants through
24 at least the filing and service of the Pennsylvania Action and by virtue of correspondence between
25 the parties regarding the patents-in-suit between June 2010 and April 2011.

26 25. Barnes & Noble has been, is currently, and unless enjoined, will continue to
27 infringe one or more claims of the '420 patent by making, using, offering to sell, and selling
28 within the United States and/or importing into the United States devices that provide connectivity

1 in compliance with the Third Generation Wideband Code Division Multiple Access (“3G W-
 2 CDMA” or “3G”) cellular standards, such as the NOOK™. These devices embody and/or
 3 practice one or more claims of the ’420 patent.

4 26. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 5 infringe one or more claims of the ’420 patent by making, using, offering to sell, and selling
 6 within the United States and/or importing into the United States devices that provide connectivity
 7 in compliance with the Third Generation Wideband Code Division Multiple Access (“3G W-
 8 CDMA” or “3G”) cellular standards, such as the NOOK™. These devices embody and/or
 9 practice one or more claims of the ’420 patent.

10 27. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 11 actively induce and encourage infringement of the ’420 patent. The ’420 patent has been, is
 12 currently, and will continue to be infringed within the United States, including within this district,
 13 by at least Barnes & Noble’s customers using the 3G connectivity capability of the NOOK™ or
 14 other devices to access Barnes & Noble and Barnesandnoble.com’s content. Barnes & Noble
 15 actively encourages that infringement with specific intent to induce and encourage such
 16 infringement or at a minimum with deliberate indifference to the known risk of such
 17 infringement.

18 28. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 19 actively induce and encourage infringement of the ’420 patent. The ’420 patent has been, is
 20 currently, and will continue to be infringed within the United States, including within this district,
 21 by at least Barnesandnoble.com’s customers using the 3G connectivity capability of the NOOK™
 22 or other devices to access Barnes & Noble and Barnesandnoble.com’s content.
 23 Barnesandnoble.com actively encourages that infringement with specific intent to induce and
 24 encourage such infringement or at a minimum with deliberate indifference to the known risk of
 25 such infringement.

26 29. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 27 contribute to the infringement of the ’420 patent by making, using, offering to sell, and selling
 28 within the United States and/or importing into the United States, one or more components that

1 constitute a material part of the invention recited in one or more claims of the '420 patent, that are
2 especially made or adapted for use in an infringement of the '420 patent, and that are not a staple
3 article or commodity of commerce suitable for substantial non-infringing use.

4 30. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
5 contribute to the infringement of the '420 patent by making, using, offering to sell, and selling
6 within the United States and/or importing into the United States, one or more components that
7 constitute a material part of the invention recited in one or more claims of the '420 patent, that are
8 especially made or adapted for use in an infringement of the '420 patent, and that are not a staple
9 article or commodity of commerce suitable for substantial non-infringing use.

10 31. Counterclaim Defendants' infringement is willful because Counterclaim
11 Defendants knew or should have known of the '420 patent and that their acts described above
12 would directly and/or indirectly infringe the '420 patent, but acted despite an objectively high
13 likelihood that such acts would infringe the patent. Moreover, Counterclaim Defendants continue
14 the infringing acts described above even after being informed in June 2010 of the existence and
15 their infringement of the '420 patent.

16 32. As a direct and proximate consequence of Counterclaim Defendants' infringement
17 and willful infringement of the '420 patent, Agere has suffered and will continue to suffer
18 irreparable injury and damages, in an amount not yet determined, for which Agere is entitled to
19 relief. Agere seeks damages and treble damages, as well as preliminary and permanent injunctive
20 relief against further infringement.

THIRD COUNTERCLAIM

(Infringement of U.S. Patent No. 5,920,552)

23 33. Counterclaimants incorporate by reference paragraphs 1 through 9 above as if fully
24 set forth herein.

25 34. Agere has owned the '552 patent throughout the period of Counterclaim
26 Defendants' infringing acts and currently owns the '552 patent. A copy of the '552 patent,
27 entitled "Variable Rate Coding for Wireless Applications" is attached hereto as **Exhibit C**.

28 35. Agere has provided notice of the '552 patent to Counterclaim Defendants through

1 at least the filing and service of the Pennsylvania Action and by virtue of correspondence between
 2 the parties regarding the patents-in-suit between June 2010 and April 2011.

3 36. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 4 infringe one or more claims of the '552 patent by making, using, offering to sell, and selling
 5 within the United States and/or importing into the United States devices that provide connectivity
 6 in compliance with the Third Generation Wideband Code Division Multiple Access ("3G W-
 7 CDMA" or "3G") cellular standards, such as the NOOK™. These devices embody and/or
 8 practice one or more claims of the '552 patent.

9 37. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 10 infringe one or more claims of the '552 patent by making, using, offering to sell, and selling
 11 within the United States and/or importing into the United States devices that provide connectivity
 12 in compliance with the Third Generation Wideband Code Division Multiple Access ("3G W-
 13 CDMA" or "3G") cellular standards, such as the NOOK™. These devices embody and/or
 14 practice one or more claims of the '552 patent.

15 38. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 16 actively induce and encourage infringement of the '552 patent. The '552 patent has been, is
 17 currently, and will continue to be infringed within the United States, including within this district,
 18 by Barnes & Noble's customers using the 3G connectivity capability of the NOOK™ or other
 19 devices to access Barnes & Noble and Barnesandnoble.com's content. Barnes & Noble actively
 20 encourages that infringement with specific intent to induce and encourage such infringement or at
 21 a minimum with deliberate indifference to the known risk of such infringement.

22 39. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 23 actively induce and encourage infringement of the '552 patent. The '552 patent has been, is
 24 currently, and will continue to be infringed within the United States, including within this district,
 25 by Barnesandnoble.com's customers using the 3G connectivity capability of the NOOK™ or
 26 other devices to access Barnes & Noble and Barnesandnoble.com's content.
 27 Barnesandnoble.com actively encourages that infringement with specific intent to induce and
 28 encourage such infringement or at a minimum with deliberate indifference to the known risk of

such infringement.

40. Barnes & Noble has been, is currently, and unless enjoined, will continue to contribute to the infringement of the '552 patent by making, using, offering to sell, and selling within the United States and/or importing into the United States, one or more components that constitute a material part of the invention recited in one or more claims of the '552 patent, that are especially made or adapted for use in an infringement of the '552 patent, and that are not a staple article or commodity of commerce suitable for substantial non-infringing use.

41. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to contribute to the infringement of the '552 patent by making, using, offering to sell, and selling within the United States and/or importing into the United States, one or more components that constitute a material part of the invention recited in one or more claims of the '552 patent, that are especially made or adapted for use in an infringement of the '552 patent, and that are not a staple article or commodity of commerce suitable for substantial non-infringing use.

42. Counterclaim Defendants' infringement is willful because Counterclaim Defendants knew or should have known of the '552 patent and that their acts described above would directly and/or indirectly infringe the '552 patent, but acted despite an objectively high likelihood that such acts would infringe the patent. Moreover, Counterclaim Defendants continue the infringing acts described above even after being informed in June 2010 of the existence and their infringement of the '552 patent.

43. As a direct and proximate consequence of Counterclaim Defendants' infringement and willful infringement of the '552 patent, Agere has suffered and will continue to suffer irreparable injury and damages, in an amount not yet determined, for which Agere is entitled to relief. Agere seeks damages and treble damages, as well as preliminary and permanent injunctive relief against further infringement.

FOURTH COUNTERCLAIM

(Infringement of U.S. Patent No. 6,707,867)

44. Counterclaimants incorporate by reference paragraphs 1 through 9 above as if fully set forth herein.

1 45. Agere has owned the '867 patent throughout the period of Counterclaim
 2 Defendants' infringing acts and currently owns the '867 patent. A copy of the '867 patent,
 3 entitled "Wireless Local Area Network Apparatus" is attached hereto as **Exhibit D**.

4 46. Agere has provided notice of the '867 patent to Counterclaim Defendants through
 5 at least the filing and service of the Pennsylvania Action and by virtue of correspondence between
 6 the parties regarding the patents-in-suit between June 2010 and April 2011.

7 47. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 8 infringe one or more claims of the '867 patent by making, using, offering to sell, and selling
 9 within the United States and/or importing into the United States devices that provide wireless
 10 connectivity capability in compliance with the Institute of Electrical and Electronics Engineers
 11 ("IEEE") 802.11 wireless standards, such as Barnes & Noble's in-store wireless network and/or
 12 the NOOK™ or other devices. These devices embody and/or practice one or more claims of the
 13 '867 patent.

14 48. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 15 infringe one or more claims of the '867 patent by making, using, offering to sell, and selling
 16 within the United States and/or importing into the United States devices that provide wireless
 17 connectivity capability in compliance with the Institute of Electrical and Electronics Engineers
 18 ("IEEE") 802.11 wireless standards, such as the NOOK™ or other devices. These devices
 19 embody and/or practice one or more claims of the '867 patent.

20 49. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 21 actively induce and encourage infringement of the '867 patent. The '867 patent has been, is
 22 currently, and will continue to be infringed within the United States, including within this district,
 23 by Barnes & Noble's customers using devices that provide wireless connectivity such as Barnes
 24 & Noble's in-store wireless network and/or the NOOK™ or other devices to access Barnes &
 25 Noble and Barnesandnoble.com's content. Barnes & Noble actively encourages that infringement
 26 with specific intent to induce and encourage such infringement or at a minimum with deliberate
 27 indifference to the known risk of such infringement.

28 50. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to

1 actively induce and encourage infringement of the '867 patent. On information and belief, the
 2 '867 patent has been, is currently, and will continue to be directly infringed within the United
 3 States, including within this district, by Barnesandnoble.com's customers using devices that
 4 provide wireless connectivity such as Barnes & Noble's in-store wireless network and/or the
 5 NOOK™ or other devices to access Barnes & Noble and Barnesandnoble.com's content.
 6 Barnesandnoble.com actively encourages that infringement with specific intent to induce and
 7 encourage such infringement or at a minimum with deliberate indifference to the known risk of
 8 such infringement.

9 51. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 10 contribute to the infringement of the '867 patent by making, using, offering to sell, and selling
 11 within the United States and/or importing into the United States, one or more components that
 12 constitute a material part of the invention recited in one or more claims of the '867 patent, that are
 13 especially made or adapted for use in an infringement of the '867 patent, and that are not a staple
 14 article or commodity of commerce suitable for substantial non-infringing use.

15 52. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 16 contribute to the infringement of the '867 patent by making, using, offering to sell, and selling
 17 within the United States and/or importing into the United States, one or more components that
 18 constitute a material part of the invention recited in one or more claims of the '867 patent, that are
 19 especially made or adapted for use in an infringement of the '867 patent, and that are not a staple
 20 article or commodity of commerce suitable for substantial non-infringing use.

21 53. Counterclaim Defendants' infringement is willful because Counterclaim
 22 Defendants knew or should have known of the '867 patent and that their acts described above
 23 would directly and/or indirectly infringe the '867 patent, but acted despite an objectively high
 24 likelihood that such acts would infringe the patent. Moreover, Counterclaim Defendants continue
 25 the infringing acts described above even after being informed in June 2010 of the existence and
 26 their infringement of the '867 patent.

27 54. As a direct and proximate consequence of Counterclaim Defendants' infringement
 28 and willful infringement of the '867 patent, Agere has suffered and will continue to suffer

1 irreparable injury and damages, in an amount not yet determined, for which Agere is entitled to
2 relief. Agere seeks damages and treble damages, as well as preliminary and permanent injunctive
3 relief against further infringement.

FIFTH COUNTERCLAIM

(Infringement of U.S. Patent No. 6,452,958)

6 55. Counterclaimants incorporate by reference paragraphs 1 through 9 above as if fully
7 set forth herein.

8 56. Agere has owned the '958 patent throughout the period of Counterclaim
9 Defendants' infringing acts and currently owns the '958 patent. A copy of the '958 patent,
10 entitled "Digital Modulation System Using Extended Code Set" is attached hereto as Exhibit E.

11 57. Agere has provided notice of the '958 patent to Counterclaim Defendants through
12 at least the filing and service of the Pennsylvania Action and by virtue of correspondence between
13 the parties regarding the patents-in-suit between June 2010 and April 2011.

14 58. Barnes & Noble has been, is currently, and unless enjoined, will continue to
15 infringe one or more claims of the '958 patent by making, using, offering to sell, and selling
16 within the United States and/or importing into the United States devices that provide wireless
17 connectivity such as Barnes & Noble's in-store wireless network and/or the NOOK™ or other
18 devices that embody or practice one or more claims of the '958 patent.

19 59. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
20 infringe one or more claims of the '958 patent by making, using, offering to sell, and selling
21 within the United States and/or importing into the United States devices that provide wireless
22 connectivity such as the NOOK™ or other devices that embody or practice one or more claims of
23 the '958 patent.

24 60. Barnes & Noble has been, is currently, and unless enjoined, will continue to
25 actively induce and encourage infringement of the '958 patent. The '958 patent has been, is
26 currently, and will continue to be directly infringed within the United States, including within this
27 district, by Barnes & Noble's customers using devices that provide wireless connectivity such as
28 Barnes & Noble's in-store wireless network and/or the NOOK™ or other devices to access

1 Barnes & Noble and Barnesandnoble.com's content. Barnes & Noble actively encourages that
 2 infringement with specific intent to induce and encourage such infringement or at a minimum
 3 with deliberate indifference to the known risk of such infringement.

4 61. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 5 actively induce and encourage infringement of the '958 patent. On information and belief, the
 6 '958 patent has been, is currently, and will continue to be directly infringed within the United
 7 States, including within this district, by Barnesandnoble.com's customers using devices that
 8 provide wireless connectivity such as Barnes & Noble's in-store wireless network and/or the
 9 NOOK™ or other devices to access Barnes & Noble and Barnesandnoble.com's content.
 10 Barnesandnoble.com actively encourages that infringement with specific intent to induce and
 11 encourage such infringement or at a minimum with deliberate indifference to the known risk of
 12 such infringement.

13 62. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 14 contribute to the infringement of the '958 patent by making, using, offering to sell, and selling
 15 within the United States and/or importing into the United States, one or more components that
 16 constitute a material part of the invention recited in one or more claims of the '958 patent, that are
 17 especially made or adapted for use in an infringement of the '958 patent, and that are not a staple
 18 article or commodity of commerce suitable for substantial non-infringing use.

19 63. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 20 contribute to the infringement of the '958 patent by making, using, offering to sell, and selling
 21 within the United States and/or importing into the United States, one or more components that
 22 constitute a material part of the invention recited in one or more claims of the '958 patent, that are
 23 especially made or adapted for use in an infringement of the '958 patent, and that are not a staple
 24 article or commodity of commerce suitable for substantial non-infringing use.

25 64. Counterclaim Defendants' infringement is willful because Counterclaim
 26 Defendants knew or should have known of the '958 patent and that their acts described above
 27 would directly and/or indirectly infringe the '958 patent, but acted despite an objectively high
 28 likelihood that such acts would infringe the patent. Moreover, Counterclaim Defendants continue

the infringing acts described above even after being informed in June 2010 of the existence and their infringement of the '958 patent.

65. As a direct and proximate consequence of Counterclaim Defendants' infringement and willful infringement of the '958 patent, Agere has suffered and will continue to suffer irreparable injury and damages, in an amount not yet determined, for which Agere is entitled to relief. Agere seeks damages and treble damages, as well as preliminary and permanent injunctive relief against further infringement.

SIXTH COUNTERCLAIM

(Infringement of U.S. Patent No. 8,041,394)

66. Counterclaimants incorporate by reference paragraphs 1 through 9 above as if fully set forth herein.

67. Agere has owned the '394 patent throughout the period of Counterclaim Defendants' infringing acts and currently owns the '394 patent. A copy of the '394 patent, entitled "Methods and Systems for Transmitting an Information Signal in a Multiple Antenna Communication System" is attached hereto as **Exhibit F**.

68. Agere has provided notice of the '394 patent to Counterclaim Defendants at least by filing and service of these amended counterclaims and the related motion to amend filed in this action on April 10, 2013.

69. Barnes & Noble has been, is currently, and unless enjoined, will continue to infringe the '394 patent by making, using, offering to sell, and selling within the United States and/or importing into the United States devices that provide wireless connectivity such as Barnes & Noble's in-store wireless network and/or the NOOK™ or other devices that embody the methods claimed in the '394 patent.

70. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to infringe the '394 patent by making, using, offering to sell, and selling within the United States and/or importing into the United States devices that provide wireless connectivity such as the NOOK™ or other devices that embody the methods claimed in the '394 patent.

71. Barnes & Noble has been, is currently, and unless enjoined, will continue to

1 actively induce and encourage infringement of the '394 patent. The '394 patent has been, is
 2 currently, and will continue to be directly infringed within the United States, including within this
 3 district, by at least Barnes & Noble's customers using devices providing wireless connectivity
 4 such as the NOOK™ or other devices. Barnes & Noble actively encourages that infringement
 5 with specific intent to induce and encourage such infringement or at a minimum with deliberate
 6 indifference to the known risk of such infringement.

7 72. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 8 actively induce and encourage infringement of the '394 patent. The '394 patent has been, is
 9 currently, and will continue to be directly infringed within the United States, including within this
 10 district, by at least Barnesandnoble.com customers devices providing wireless connectivity such
 11 as the NOOK™ or other devices. Barnesandnoble.com actively encourages that infringement
 12 with specific intent to induce and encourage such infringement or at a minimum with deliberate
 13 indifference to the known risk of such infringement.

14 73. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 15 contribute to the infringement of the '394 patent by making, using, offering to sell, and selling
 16 within the United States and/or importing into the United States, one or more components of
 17 wireless devices that are especially made or adapted for use in infringement of the '394 patent,
 18 and that are not a staple article or commodity of commerce suitable for substantial non-infringing
 19 use.

20 74. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 21 contribute to the infringement of the '394 patent by making, using, offering to sell, and selling
 22 within the United States and/or importing into the United States, one or more components of
 23 wireless devices that are especially made or adapted for use in an infringement of the '394 patent,
 24 and that are not a staple article or commodity of commerce suitable for substantial non-infringing
 25 use.

26 75. Counterclaim Defendants' infringement is willful because Counterclaim
 27 Defendants knew or should have known of the '394 patent and that their acts described above
 28 would directly or indirectly infringe the '394 patent, but acted despite an objectively high

1 likelihood that such acts would infringe the patent. Further, since Counterclaim Defendants have
2 notice of the '394 patent at least by virtue of the instant litigation, any continuing infringement
3 will be intentional and willful.

4 76. As a direct and proximate consequence of Counterclaim Defendants' willful
5 infringement of the '394 patent, Agere has suffered and will continue to suffer irreparable injury
6 and damages, in an amount not yet determined, for which Agere is entitled to relief. Agere seeks
7 damages and treble damages, as well as preliminary and permanent injunctive relief against
8 further infringement.

SEVENTH COUNTERCLAIM

(Infringement of U.S. Patent No. 5,870,087)

11 77. Counterclaimants incorporate by reference paragraphs 1 through 9 above as if fully
12 set forth herein.

13 78. LSI has owned the '087 patent throughout the period of Counterclaim Defendants'
14 infringing acts and currently owns the '087 patent. A copy of the '087 patent, entitled "MPEG
15 Decoder System and Method Having a Unified Memory for Transport Decode and System
16 Controller Functions" is attached hereto as **Exhibit G**.

17 79. LSI has provided notice of the '087 patent to Counterclaim Defendants at least by
18 filing and service of these amended counterclaims and the related motion to amend filed in this
19 action on April 10, 2013.

20 80. Barnes & Noble has been, is currently, and unless enjoined, will continue to
21 infringe the '087 patent by making, using, offering to sell, and selling within the United States
22 and/or importing into the United States devices capable of video decoding that embody the
23 methods claimed in the '087 patent, such as the NOOKTM or other devices.

24 81. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
25 infringe the '087 patent by making, using, offering to sell, and selling within the United States
26 and/or importing into the United States devices capable of video decoding that embody the
27 methods claimed in the '087 patent, such as the NOOKTM or other devices.

28 82. Barnes & Noble has been, is currently, and unless enjoined, will continue to

1 actively induce and encourage infringement of the '087 patent. The '087 patent has been, is
 2 currently, and will continue to be directly infringed within the United States, including within this
 3 district, by at least Barnes & Noble's customers using the video decoding capability in devices,
 4 such as the NOOK™ or other devices. Barnes & Noble actively encourages that infringement
 5 with specific intent to induce and encourage such infringement or at a minimum with deliberate
 6 indifference to the known risk of such infringement.

7 83. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 8 actively induce and encourage infringement of the '087 patent. The '087 patent has been, is
 9 currently, and will continue to be directly infringed within the United States, including within this
 10 district, by at least Barnesandnoble.com customers using the video decoding capability in devices,
 11 such as the NOOK™ or other devices. Barnesandnoble.com actively encourages that
 12 infringement with specific intent to induce and encourage such infringement or at a minimum
 13 with deliberate indifference to the known risk of such infringement.

14 84. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 15 contribute to the infringement of the '087 patent by making, using, offering to sell, and selling
 16 within the United States and/or importing into the United States, one or more components of
 17 devices with video decoding capability that are especially made or adapted for use in an
 18 infringement of the '087 patent, and that are not a staple article or commodity of commerce
 19 suitable for substantial non-infringing use.

20 85. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 21 contribute to the infringement of the '087 patent by making, using, offering to sell, and selling
 22 within the United States and/or importing into the United States, one or more components of
 23 devices with video decoding capability that are especially made or adapted for use in an
 24 infringement of the '087 patent, and that are not a staple article or commodity of commerce
 25 suitable for substantial non-infringing use.

26 86. Counterclaim Defendants' infringement is willful because Counterclaim
 27 Defendants knew or should have known of the '087 patent and that their acts described above
 28 would directly or indirectly infringe the '087 patent, but acted despite an objectively high

1 likelihood that such acts would infringe the patent. Further, since Counterclaim Defendants have
2 notice of the '087 patent at least by virtue of the instant litigation, any continuing infringement
3 will be intentional and willful.

4 87. As a direct and proximate consequence of Counterclaim Defendants' willful,
5 infringement of the '087 patent, LSI has suffered and will continue to suffer irreparable injury
6 and damages, in an amount not yet determined, for which LSI is entitled to relief. LSI seeks
7 damages and treble damages, as well as preliminary and permanent injunctive relief against
8 further infringement.

EIGHTH COUNTERCLAIM

(Infringement of U.S. Patent No. 5,568,167)

11 88. Counterclaimants incorporate by reference paragraphs 1 through 9 above as if fully
12 set forth herein.

13 89. LSI has owned the '167 patent throughout the period of Counterclaim Defendants'
14 infringing acts and currently owns the '167 patent. A copy of the '167 patent, entitled "System
15 for Providing Antialiased Video Overlays" is attached hereto as **Exhibit H**.

16 90. LSI has provided notice of the '167 patent to Counterclaim Defendants at least by
17 filing and service of these amended counterclaims and the related motion to amend filed in this
18 action on April 10, 2013.

19 91. Barnes & Noble has been, is currently, and unless enjoined, will continue to
20 infringe the '167 patent by making, using, offering to sell, and selling within the United States
21 and/or importing into the United States devices with closed captioning/subtitling capability that
22 embody the methods claimed in the '167 patent.

23 92. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
24 infringe the '167 patent by making, using, offering to sell, and selling within the United States
25 and/or importing into the United States devices with closed captioning/subtitling capability that
26 embody the methods claimed in the '167 patent.

27 93. Barnes & Noble has been, is currently, and unless enjoined, will continue to
28 actively induce and encourage infringement of the '167 patent. The '167 patent has been, is

1 currently, and will continue to be directly infringed within the United States, including within this
 2 district, by at least Barnes & Noble's customers using devices with closed captioning/subtitling
 3 capability, such as the NOOK™ or other devices. Barnes & Noble actively encourages that
 4 infringement with specific intent to induce and encourage such infringement or at a minimum
 5 with deliberate indifference to the known risk of such infringement.

6 94. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 7 actively induce and encourage infringement of the '167 patent. The '167 patent has been, is
 8 currently, and will continue to be directly infringed within the United States, including within this
 9 district, by at least Barnesandnoble.com customers using devices with closed
 10 captioning/subtitling capability, such as the NOOK™ or other devices. Barnesandnoble.com
 11 actively encourages that infringement with specific intent to induce and encourage such
 12 infringement or at a minimum with deliberate indifference to the known risk of such
 13 infringement.

14 95. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 15 contribute to the infringement of the '167 patent by making, using, offering to sell, and selling
 16 within the United States and/or importing into the United States, one or more components that are
 17 especially made or adapted for use in an infringement of the '167 patent, and that are not a staple
 18 article or commodity of commerce suitable for substantial non-infringing use.

19 96. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 20 contribute to the infringement of the '167 patent by making, using, offering to sell, and selling
 21 within the United States and/or importing into the United States, one or more components that are
 22 especially made or adapted for use in an infringement of the '167 patent, and that are not a staple
 23 article or commodity of commerce suitable for substantial non-infringing use.

24 97. Counterclaim Defendants' infringement is willful because Counterclaim
 25 Defendants knew or should have known of the '167 patent and that their acts described above
 26 would directly or indirectly infringe the '167 patent, but acted despite an objectively high
 27 likelihood that such acts would infringe the patent. Further, since Counterclaim Defendants have
 28 notice of the '167 patent at least by virtue of the instant litigation, any continuing infringement

will be intentional and willful.

98. As a direct and proximate consequence of Counterclaim Defendants' willful, infringement of the '167 patent, LSI has suffered and will continue to suffer irreparable injury and damages, in an amount not yet determined, for which LSI is entitled to relief. LSI seeks damages and treble damages, as well as preliminary and permanent injunctive relief against further infringement.

NINTH COUNTERCLAIM

(Infringement of U.S. Patent No. 6,982,663)

99. Counterclaimants incorporate by reference paragraphs 1 through 9 above as if fully set forth herein.

100. LSI has owned the '663 patent throughout the period of Counterclaim Defendants' infringing acts and currently owns the '663 patent. A copy of the '663 patent, entitled "Method and System for Symbol Binarization" is attached hereto as **Exhibit I**.

101. LSI has provided notice of the '663 patent to Counterclaim Defendants at least by filing and service of these amended counterclaims and the related motion to amend filed in this action on April 10, 2013.

102. Barnes & Noble has been, is currently, and unless enjoined, will continue to infringe the '663 patent by making, using, offering to sell, and selling within the United States and/or importing into the United States devices capable of decoding video using the methods claimed in the '663 patent.

103. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to infringe the '663 patent by making, using, offering to sell, and selling within the United States and/or importing into the United States devices capable of decoding video using the methods claimed in the '663 patent.

104. Barnes & Noble has been, is currently, and unless enjoined, will continue to actively induce and encourage infringement of the '663 patent. The '663 patent has been, is currently, and will continue to be directly infringed within the United States, including within this district, by Barnes & Noble's customers using devices capable of decoding video using the

1 methods claimed in the '663 patent. Barnes & Noble actively encourages that infringement with
 2 specific intent to induce and encourage such infringement or at a minimum with deliberate
 3 indifference to the known risk of such infringement.

4 105. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 5 actively induce and encourage infringement of the '663 patent. The '663 patent has been, is
 6 currently, and will continue to be directly infringed within the United States, including within this
 7 district, by Barnesandnoble.com's customers using devices capable of decoding video using the
 8 methods claimed in the '663 patent. Barnesandnoble.com actively encourages that infringement
 9 with specific intent to induce and encourage such infringement or at a minimum with deliberate
 10 indifference to the known risk of such infringement.

11 106. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 12 contribute to the infringement of the '663 patent by making, using, offering to sell, and selling
 13 within the United States and/or importing into the United States, one or more components that are
 14 especially made or adapted for use in infringement of the '663 patent, and that are not a staple
 15 article or commodity of commerce suitable for substantial non-infringing use.

16 107. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 17 contribute to the infringement of the '663 patent by making, using, offering to sell, and selling
 18 within the United States and/or importing into the United States, one or more components that are
 19 especially made or adapted for use in infringement of the '663 patent, and that are not a staple
 20 article or commodity of commerce suitable for substantial non-infringing use.

21 108. Counterclaim Defendants' infringement is willful because Counterclaim
 22 Defendants knew or should have known of the '663 patent and that their acts described above
 23 would directly or indirectly infringe the '663 patent, but acted despite an objectively high
 24 likelihood that such acts would infringe the patent. Further, since Counterclaim Defendants have
 25 notice of the '663 patent at least by virtue of the instant litigation, any continuing infringement
 26 will be intentional and willful.

27 109. As a direct and proximate consequence of Counterclaim Defendants' infringement
 28 and willful infringement of the '663 patent, LSI has suffered and will continue to suffer

1 irreparable injury and damages, in an amount not yet determined, for which LSI is entitled to
2 relief. LSI seeks damages and treble damages, as well as preliminary and permanent injunctive
3 relief against further infringement.

TENTH COUNTERCLAIM

(Infringement of U.S. Patent No. 5,452,006)

6 110. Counterclaimants incorporate by reference paragraphs 1 through 9 above as if fully
7 set forth herein.

8 111. LSI has owned the '006 patent throughout the period of Counterclaim Defendants'
9 infringing acts and currently owns the '006 patent. A copy of the '006 patent, entitled "Two-Part
10 Synchronization Scheme for Digital Video Decoders" is attached hereto as **Exhibit J.**

11 112. LSI has provided notice of the '006 patent to Counterclaim Defendants at least by
12 filing and service of these amended counterclaims and the related motion to amend filed in this
13 action on April 10, 2013.

14 113. Barnes & Noble has been, is currently, and unless enjoined, will continue to
15 infringe the '006 patent by making, using, offering to sell, and selling within the United States
16 and/or importing into the United States devices capable of video decoding that embody the
17 methods claimed in the '006 patent.

18 114. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
19 infringe the '006 patent by making, using, offering to sell, and selling within the United States
20 and/or importing into the United States devices capable of video decoding that embody the
21 methods claimed in the '006 patent.

22 115. Barnes & Noble has been, is currently, and unless enjoined, will continue to
23 actively induce and encourage infringement of the '006 patent. The '006 patent has been, is
24 currently, and will continue to be directly infringed within the United States, including within this
25 district, by at least Barnes & Noble's customers using the video decoding capability in the
26 NOOK™ or other devices. Barnes & Noble actively encourages that infringement with specific
27 intent to induce and encourage such infringement or at a minimum with deliberate indifference to
28 the known risk of such infringement.

1 116. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 2 actively induce and encourage infringement of the '006 patent. The '006 patent has been, is
 3 currently, and will continue to be directly infringed within the United States, including within this
 4 district, by at least Barnesandnoble.com customers using the video decoding capability in the
 5 NOOK™ or other devices. Barnesandnoble.com actively encourages that infringement with
 6 specific intent to induce and encourage such infringement or at a minimum with deliberate
 7 indifference to the known risk of such infringement.

8 117. Barnes & Noble has been, is currently, and unless enjoined, will continue to
 9 contribute to the infringement of the '006 patent by making, using, offering to sell, and selling
 10 within the United States and/or importing into the United States, one or more components of
 11 devices capable of video decoding that are especially made or adapted for use in an infringement
 12 of the '006 patent, and that are not a staple article or commodity of commerce suitable for
 13 substantial non-infringing use.

14 118. Barnesandnoble.com has been, is currently, and unless enjoined, will continue to
 15 contribute to the infringement of the '006 patent by making, using, offering to sell, and selling
 16 within the United States and/or importing into the United States, one or more components of
 17 devices capable of video decoding that are especially made or adapted for use in an infringement
 18 of the '006 patent, and that are not a staple article or commodity of commerce suitable for
 19 substantial non-infringing use.

20 119. Counterclaim Defendants' infringement is willful because Counterclaim
 21 Defendants knew or should have known of the '006 patent and that their acts described above
 22 would directly or indirectly infringe the '006 patent, but acted despite an objectively high
 23 likelihood that such acts would infringe the patent. Further, since Counterclaim Defendants have
 24 notice of the '006 patent at least by virtue of the instant litigation, any continuing infringement
 25 will be intentional and willful.

26 120. As a direct and proximate consequence of Counterclaim Defendants' willful,
 27 infringement of the '006 patent, LSI has suffered and will continue to suffer irreparable injury
 28 and damages, in an amount not yet determined, for which LSI is entitled to relief. LSI seeks

1 damages and treble damages, as well as preliminary and permanent injunctive relief against
2 further infringement.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Counterclaimants Agere and LSI demand the following relief against
5 Counterclaim Defendants Barnes & Noble and Barnesandnoble.com:

- 6 a) entry of a judgment declaring that Counterclaim Defendants have infringed, directly
7 and indirectly, one or more claims of the '730 patent;
- 8 b) a preliminary and permanent injunction against the continuing infringement of the
9 '730 patent;
- 10 c) entry of a judgment declaring that Counterclaim Defendants have infringed, directly
11 and indirectly, one or more claims of the '420 patent;
- 12 d) a preliminary and permanent injunction against the continuing infringement of the
13 '420 patent;
- 14 e) entry of a judgment declaring that Counterclaim Defendants have infringed, directly
15 and indirectly, one or more claims of the '552 patent;
- 16 f) a preliminary and permanent injunction against the continuing infringement of the
17 '552 patent;
- 18 g) entry of a judgment declaring that Counterclaim Defendants have infringed, directly
19 and indirectly, one or more claims of the '867 patent;
- 20 h) a preliminary and permanent injunction against the continuing infringement of the
21 '867 patent;
- 22 i) entry of a judgment declaring that Counterclaim Defendants have infringed, directly
23 and indirectly, one or more claims of the '958 patent;
- 24 j) a preliminary and permanent injunction against the continuing infringement of the
25 '958 patent;
- 26 k) entry of a judgment declaring that Counterclaim Defendants have infringed, directly
27 and indirectly, one or more claims of the '087 patent;
- 28 l) a preliminary and permanent injunction against the continuing infringement of the

'087 patent;

- m) entry of a judgment declaring that Counterclaim Defendants have infringed, directly and indirectly, one or more claims of the '394 patent;
- n) a preliminary and permanent injunction against the continuing infringement of the '394 patent;
- o) entry of a judgment declaring that Counterclaim Defendants have infringed, directly and indirectly, one or more claims of the '167 patent;
- p) a preliminary and permanent injunction against the continuing infringement of the '167 patent;
- q) entry of a judgment declaring that Counterclaim Defendants have infringed, directly and indirectly, one or more claims of the '006 patent;
- r) a preliminary and permanent injunction against the continuing infringement of the '006 patent;
- s) entry of a judgment declaring that Counterclaim Defendants have infringed, directly and indirectly, one or more claims of the '663 patent;
- t) a preliminary and permanent injunction against the continuing infringement of the '663 patent;
- u) damages to compensate Agere and LSI for Counterclaim Defendants' infringement, pursuant to 35 U.S.C. § 284, said damages to be trebled because of Counterclaim Defendants' willful infringement;
- v) an accounting of all damages sustained by LSI and Agere as the result of Counterclaim Defendants' infringement pursuant to 35 U.S.C. § 284;
- w) an award of pre-judgment and post-judgment interest and costs to LSI and Agere;
- x) an award of reasonable attorneys' fees pursuant to 35 U.S.C. § 285;
- y) all costs of suit pursuant to 28 U.S.C. § 1920 and any other applicable statute; and
- z) such other and further relief as the Court may deem just and fair.

1 **DEMAND FOR JURY TRIAL**

2 Agere and LSI demand trial by jury on all issues so triable, pursuant to Federal Rule of
3 Civil Procedure 38.

4 Dated: May 20, 2013

FENWICK & WEST LLP

6 By: /s/ Virginia K. DeMarchi
7 Virginia K. DeMarchi

8 Attorneys for Defendants
9 LSI CORPORATION and
10 AGERE SYSTEMS LLC

11 FENWICK & WEST LLP
12 ATTORNEYS AT LAW
13 MOUNTAIN VIEW
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